

Recording Requested By and
When Recorded Return to:

494957

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

ENVIRONMENTAL COVENANT

THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTING ACCESS AND IMPOSING ACTIVITY AND USE LIMITATIONS PURSUANT TO THE UNIFORM ENVIRONMENTAL COVENANTS ACT, IDAHO CODE § 55-3001, et seq.

This instrument is an Environmental Covenant executed by Shoshone County (hereinafter "Grantor"), the United States Environmental Protection Agency ("EPA"), the Idaho Department of Environmental Quality ("Department") and Shoshone County ("Holder") pursuant to Idaho law including but not limited to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. Grantor, as the current property owner grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property located in the County of Shoshone, State of Idaho, legally described as parcels 48N03E140350A and C00000140300A (hereafter referred to as "the Property." The legal description of the affected portion of the property is described in the attached Exhibit "A". Grantor hereby represents and warrants to the other signatories to this instrument that he/she is the sole owner of the Property as of the date this instrument is executed, holds fee simple title to the Property, and has the power and authority to enter into this instrument.

Property Ownership. Grantor hereby represents and warrants to the other signatories to this Environmental Covenant that it is the sole owner of the property, holds fee simple title to the property and Grantor has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. Historic mining activity in the Coeur d'Alene Basin (hereinafter "Basin") has left residual contamination throughout the communities and flood plains of the Basin. Pursuant to CERCLA, EPA and the Department have been implementing remedies throughout the Basin designed to protect human health and the environment. Certain aspects of these remedies are threatened by the potential for recontamination due to uncontrolled flooding. During these events, contaminated sediments from un-remediated areas may be deposited in already cleaned properties necessitating further remedial actions. This instrument is necessary because the EPA and/or the Department have implemented remedy protection measures on the Property which are intended to protect implemented remedies on the Property or other parcels of property in the vicinity. This instrument ensures EPA and the Department necessary access and requires that activities on the Property protect and do not interfere with remedy protection features on the Property that have been implemented.

Name and Location of Administrative Record. A copy of the administrative record for EPA decision-making at the Bunker Hill Mining and Metallurgical Complex Superfund Site (which includes the Property) can be found at the Molstead Library, North Idaho College, 1000 Garden Avenue, Coeur d'Alene 83814 or Superfund Records Center, EPA Region 10, 1200 Sixth Avenue (Suite 900), Seattle, Washington 98101.

Access and Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, Grantor and any successor in interest with respect to the Property, are hereby restricted from using the Property, or any portion thereof, now or at any time in the future, as specifically set forth below unless such use has been expressly approved in writing by the Department:

- 1. Access.** A right of access is granted to the Department and EPA, their respective contractors and third parties authorized by them for the purpose of the remedy protection work, and as necessary to ensure continued maintenance and repair of the work, as described in Exhibit "C" together with all necessary fixtures and appurtenances "facilities" on, over, across and under the Property shown on Exhibit "A" at the location shown on Exhibit "B". Holder, its contractors and third parties authorized by it shall have a perpetual right of access necessary to perform maintenance and repair of facilities constructed under this agreement.
- 2. Activity and Use Limitations.** By acceptance and recordation of this instrument, Grantor, and any successors in interest with respect to the Property, are hereby restricted from using the Property, or any portion thereof, now or at any time in the future, in a manner that will materially interfere with or adversely affect the integrity or protectiveness of the remedy protection measures taken on the Property and as described in Exhibit C, unless such use has been expressly approved in writing by the Department.

Grantor's Use of the Property. Except as provided herein, Grantor reserves the right to the use and enjoyment of the Property subject to this Environmental Covenant, but such use shall not conflict or interfere with the Department's, EPA's or the Holder's rights herein granted.

Amendment by Consent. This Environmental Covenant may be amended by consent pursuant to Idaho Code § 55-3010. Except for an assignment undertaken pursuant to a governmental reorganization, assignment of the Environmental Covenant to a new holder is an amendment.

Duration, Amendment and/or Termination by Consent. The Activity and Use Limitations shall apply to the Property, or any subdivided portion thereof, in perpetuity unless terminated by court action as provided in Idaho Code § 55-3009 or by consent pursuant to Idaho Code § 55-3010.

Provisions to Run With the Land. Each and all of the Activity and Use Limitations shall run with the land, and pass with each and every portion of the Property, and shall apply to and bind

the respective successors in interest thereof. Each and all of the Activity and Use Limitations are imposed upon the entire Property unless expressly stated as applicable to a specific portion of the Property.

Concurrence of Subsequent Owners Presumed. All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, leasing, or possession of such Property, to be in accord with the foregoing and to agree for and among themselves, and their successors, that the Activity and Use Limitations as herein established must be adhered to and that their interest in the Property shall be subject to the Activity and Use Limitations contained herein.

Recording/Filing. This Environmental Covenant, once fully executed, and any amendment or termination of the Environmental Covenant, shall be recorded for the Grantee by the Department in the county recorder's office of every county in which any portion of the Property subject to the Easement and Environmental Covenant is located. Upon receipt of the copy of the recorded Easement and Environmental Covenant, and any amendment or termination therein, the Department shall post the copy of the fully executed instrument in the Registry as required by Idaho Code § 55-3012(1).

Non-Waiver. No failure on the part of the Department or any holder at any time to require performance of any term of this Environmental Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's or any holder's rights to enforce such term.

Partial Invalidity. If any portion of this Environmental Covenant or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such invalidated portion had not been included herein.

Headings. Headings at the beginning of each section of this Environmental Covenant are solely for the convenience of the parties and are not a part of the Environmental Covenant.

Idaho Code References. All references to the Idaho Code sections include successor provisions.

Reservation of Rights. Notwithstanding any provision of this Environmental Covenant, the Department retains all of its access and enforcement authorities under any applicable statute or rule. Nothing in this Environmental Covenant shall affect the Department's ability to enforce the terms of any voluntary consent order or other agreement relating to remediation of the Property entered into between the Department and OWNER or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of OWNER or any other responsible party under such voluntary consent order or other agreement. The Department's acceptance hereunder is based upon the information presently known or available to the Department with respect to the environmental condition of the Property, and the Department reserves the right to take appropriate action under applicable authorities in the event the Department determines new information warrants such action.


494957

May 2018

No Third-Party Beneficiaries. There are no intended third-party beneficiaries, and the parties hereto expressly disclaim any unintended third-party beneficiaries to this Environmental Covenant or any part hereof.

Effective Date. The effective date of this instrument shall be the date the fully executed Environmental Covenant is recorded at the county recorder's office.

Signature and Acknowledgments

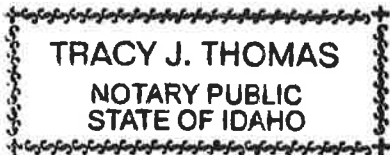


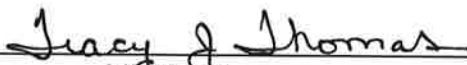
Grantor/ Property Owner
By: Mike Fitzgerald, Shoshone County Commissioner

STATE OF IDAHO)
)ss.
COUNTY OF Shoshone)

On this 15 day of May, 2018, before me, a Notary Public in and for said State, personally appeared, Mike Fitzgerald, known or identified to me to be the Shoshone County Commissioner whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.





Notary Public for the State of Idaho
Residing at: Kellogg, ID
My Commission Expires: 4-4-19

Dated, May 15, 2018.

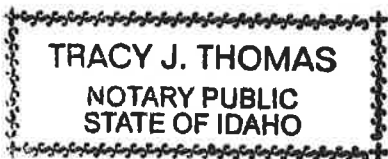
[Signature]
Holder

By: Mike Fitzgerald, Shoshone County Commissioner

STATE OF IDAHO)
)ss.
COUNTY OF Shoshone)

On this 15 day of May, 2018, before me, a Notary Public in and for said State, personally appeared, Mike Fitzgerald, known or identified to me to be the Shoshone County Commissioner whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Tracy J. Thomas
Notary Public for the State of Idaho
Residing at: Kellogg, ID
My Commission Expires: 4-4-19

Dated, May 15, 2018

494957

May 2018

John H. Tippets
IDEQ
By: John Tippets, Director

STATE OF IDAHO)
)ss.
COUNTY OF Ada)

On this 20 day of June, 2018, before me, a Notary Public in and for said State, personally appeared, John Tippets, known or identified to me to be the Director of the Idaho Department of Environmental Quality and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Rosie M. Alonzo
Notary Public for the State of Idaho
Residing at: Nampa, ID
My Commission Expires: 11/21/2020

Dated, June 20, 2018

494957

May 2018

Sheryl Bilbrey
EPA

By: Sheryl Bilbrey, Director Office of Environmental Cleanup

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 11 day of July, 2018, before me, a Notary Public in and for said State, personally appeared, Sheryl Bilbrey, known or identified to me to be the Director of the Office of Environmental Cleanup, Environmental Protection Agency Region 10 and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Tom Yun
Notary Public for the State of
Washington Residing at:
Seattle, Washington
My Commission Expires: 2-19-2022

Dated, 11 July, 2018.





Science & Engineering, Inc.

494957

LEGAL DESCRIPTION
Environmental Covenant and Access Agreement
for Construction and Maintenance Purposes
 Gene Day Park, Shoshone County

All that real property in the City of Osburn and Shoshone County, lying within the Northeast 1/4 of Section 14, Township 48 North, Range 3 East, Boise Meridian, Shoshone County, Idaho, and being a portion of that certain Quitclaim Deed recorded as Instrument Number 345194 on 12/4/1990, and also the Indenture recorded as Instrument Number 216697 dated 12/30/1967, in the Records of said county, identified as Assessor Parcels 48N03E140350A and C00000140300A, described as follows:

ALL THAT PORTION of said Instrument Numbers 345194 and 216697 lying within the following strip of land, being 30.00 feet in width:

COMMENCING at a 3.5" brass disk set in concrete and marked NE 14 at the Northeast Corner of said Section 14 per CP&F #303313 dated 1/12/1983, said point bearing North 63°22'31" West 5,906.40 feet from a 2.25" aluminum cap marked PLS 11187 2017 1/4 COR at the East 1/4 Corner of Section 13 in said Township 48 North, Range 3 East;

Thence along the east line of said Section 14 as shown on the Record of Survey filed as Instrument Number 373516 on 8/1/1996, South 00° 16' 13" West a distance of 1336.80 feet, to a 5/8" rebar with a yellow plastic cap marked PLS 4458 at the North 1/16 Corner of said Sections 13 and 14 per the Record of Survey filed as Instrument Number 411919 dated 2003;

Thence, South 85° 06' 07" West a distance of 272.52 feet, to the **POINT OF BEGINNING**;

Thence along the northeasterly side of an easement, 30.00 feet wide, the following courses:

1. North 58° 21' 35" West a distance of 191.06 feet;
2. Thence, North 52° 32' 23" West a distance of 102.19 feet;
3. Thence, North 42° 18' 19" West a distance of 121.80 feet;
4. Thence, North 56° 25' 27" West a distance of 108.14 feet;
5. Thence, North 35° 16' 24" West a distance of 230.78 feet;
6. Thence, North 59° 49' 57" West a distance of 152.79 feet;
7. Thence, North 44° 13' 09" West a distance of 217.27 feet;
8. Thence, North 27° 36' 00" West a distance of 228.71 feet;
9. Thence, North 19° 26' 03" West a distance of 151.10 feet;

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220 East Fifth Street
 Suite 325
 Moscow, Idaho 83843
 208-882-7858

1220 Big Creek Road
 Suite A
 Kellogg, Idaho 83837
 208-786-1206

988 South Longmont Avenue
 Suite 200
 Boise, Idaho 83706
 208-336-7080

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10. Thence, North 02° 14' 57" West a distance of 152.44 feet;

Thence leaving the northeasterly side of said easement, South 87° 45' 03" West a distance of 30.00 feet;

Thence along the southwesterly side of an easement, 30.00 feet wide, the following courses:

1. South 02° 14' 57" East a distance of 156.97 feet;
2. Thence, South 19° 26' 03" East a distance of 157.78 feet;
3. Thence, South 27° 36' 00" East a distance of 235.23 feet;
4. Thence, South 44° 13' 09" East a distance of 225.76 feet;
5. Thence, South 59° 49' 57" East a distance of 150.37 feet;
6. Thence, South 35° 16' 24" East a distance of 229.85 feet;
7. Thence, South 56° 25' 27" East a distance of 110.03 feet;
8. Thence, South 42° 18' 19" East a distance of 120.77 feet;
9. Thence, South 52° 32' 23" East a distance of 106.40 feet;
10. Thence, South 58° 21' 35" East a distance of 192.59 feet;

Thence North 31° 38' 25" East a distance of 30.00 feet to the **POINT OF BEGINNING**;

Containing the following areas, more or less:

Net Area: 0.949 Acres (41,330 SF), within said Instrument Numbers 345194 and 216697

Gross Area: 1.151 Acres (50,130 SF), total easement as described

Bearings shown are grid bearings based on the Idaho State Plane Coordinate System, West Zone, NAD83 with a convergence angle of -0°12'29" and a combined scale factor of 0.99982444.
Distances shown are at GRID.

End of Description.

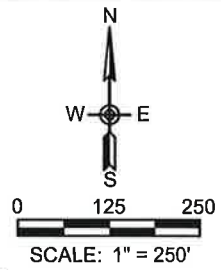


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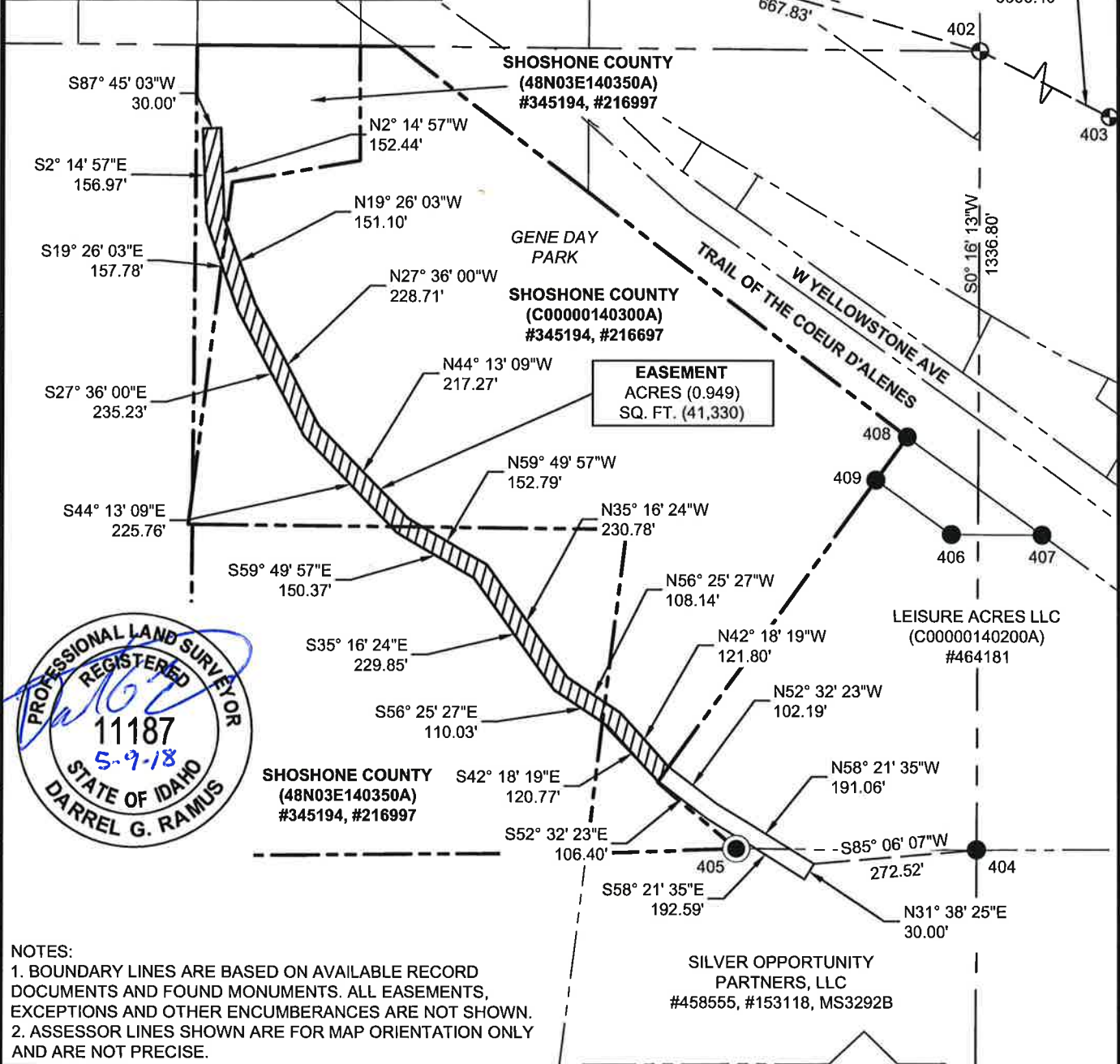
POINT	DESCRIPTION
1	CP BC 3.5" CONC NGS IDA 90 90 1958
402	MON BC 3.5 " ILLEG CONC MON 1/4 COR
403	MON AC 2.25" PLS 11187 2017 1/4 COR
404	MON RB 5/8" YPC PLS 4458
405	MON 1" IRON ROD
406	MON RB 1/2" BENT
407	MON RB 5/8" YPC PLS 4559
408	MON RB 5/8" YPC PLS 4559
409	MON RB 5/8" YPC PLS 4559

EXHIBIT MAP

GRID BEARINGS SHOWN ARE IDAHO SPC, WEST ZONE, NAD83. DISTANCES ARE AT GRID IN THE NE 1/4 OF SECTION 14, T48N R3E, B.M.



\\BARYE\Kelllogg1\Projects\Engineering\Remedy Protection\2016 Basin RP Projects\Rosebud Gulch Survey\2017_Rosebud Gulch Easement.dwg 5/9/2018



NOTES:
 1. BOUNDARY LINES ARE BASED ON AVAILABLE RECORD DOCUMENTS AND FOUND MONUMENTS. ALL EASEMENTS, EXCEPTIONS AND OTHER ENCUMBERANCES ARE NOT SHOWN.
 2. ASSESSOR LINES SHOWN ARE FOR MAP ORIENTATION ONLY AND ARE NOT PRECISE.

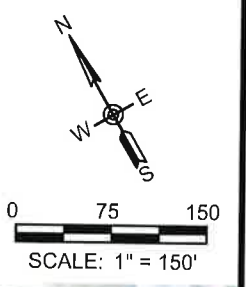


DRAWN BY:	DGR/BLR
PROJECT NO.:	18014-03
DATE:	5/9/2018

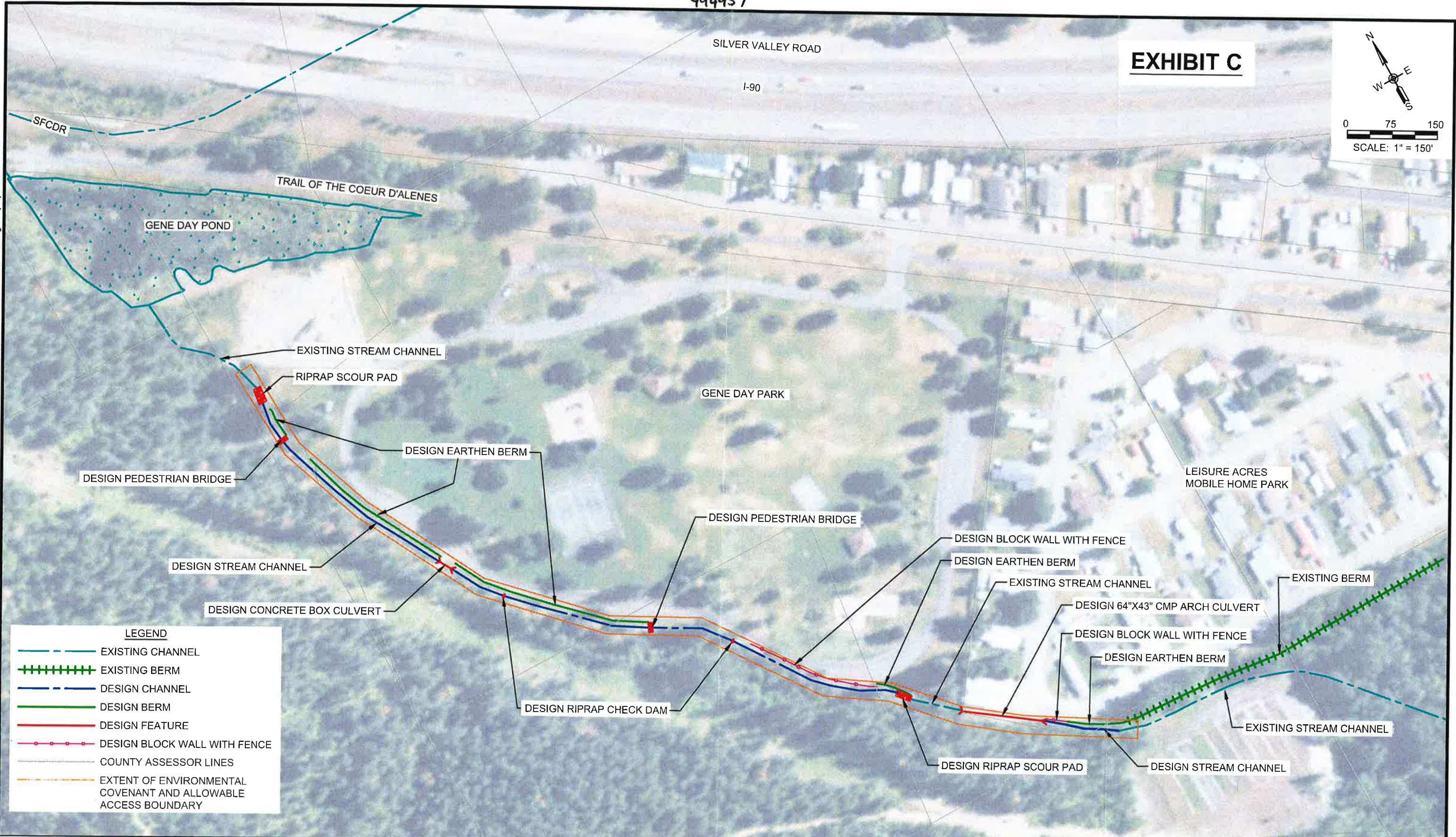
FIGURE: CITY OF OSBURN - ROSEBUD GULCH PROJECT ENVIRONMENTAL COVENANT & ACCESS AGREEMENT FOR CONSTRUCTION AND MAINTENANCE PURPOSES

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EXHIBIT C



\\BARTTE\kelllogg\Projects\Engineering\Remedy Protection\2016 Basin RP Projects\Rosebud Gulch\CAD\Rosebud_O&M Figure 2_5-8-2018.dwg 5/9/2018



LEGEND	
	EXISTING CHANNEL
	EXISTING BERM
	DESIGN CHANNEL
	DESIGN BERM
	DESIGN FEATURE
	DESIGN BLOCK WALL WITH FENCE
	COUNTY ASSESSOR LINES
	EXTENT OF ENVIRONMENTAL COVENANT AND ALLOWABLE ACCESS BOUNDARY



DRAWN BY:	C. HARTZ	COORDINATE SYSTEM:	ISP, NAD 83, US FT, WEST
ENGINEER:	D. GILLEN	SCALE:	1" = 150'
CHECKED:	D. PFEIFER	APPROVED:	D. FORSETH
DATE:	5/8/2016	DATE:	5/8/2016

ROSEBUD GULCH
REMEDY PROTECTION

ROSEBUD GULCH
REMEDY PROTECTION
PROJECT OVERVIEW

PROJECT NO.:	16006-05
DATE:	5/9/2018
SHEET:	1 OF 1

494957 '18 JUL 24 AM 9:21

Instrument # 494957

WALLACE, SHOSHONE COUNTY, IDAHO

7-24-2018 09:21:00 AM No. of Pages: 11

Recorded for : ALTA SCIENCE & ENGINEERING

PEGGY DELANGE-WHITE Fee: 40.00

Ex-Officio Recorder Deputy *P. Delange-White*

Index to: ENVIRONMENTAL COVENANT